right to sue in such cases in its courts by appropriate legislation. *Ex Parte Knowles,* 5 Cal. 301. (2) No part of the judicial power of the United States can be vested by Congress in other courts than those of its own creation. *Martin* v. *Hunter's Lessee,* 1 Wheat, 304, 4 L. Ed. 97. Affirmed in *Houston* v. *Moore,* 5 Wheat 1, 5 L. Ed. 19. Congress cannot confer jurisdiction upon the state courts but these courts may exercise jurisdiction in cases authorized by the law of the state and not exclusively reserved to the Federal Courts by Congress. *Claflin* v. *Houseman,* 93 U. S. 130, 23 L. Ed. 833; *Carpenter* v. *Snelling,* 97 Mass. 452. If state courts can accept jurisdiction of statutory enactments of Congress, when not prohibited by State Statutes, they can also refuse to accept jurisdiction. *Ely* v. *Peck,* 7 Conn. 239. (3) The Act of 1908 is held unconstitutional, practically on the same grounds as the Act of 1906, viz:—First: Congress exceeded its powers in legislating upon the relation of master and servant. *Baltimore & O. R. R. Co.* v. *Baugh,* 149 U. S. 368, 13 Sup. Ct. 914, 37 L. Ed. 772. Second: That the act so connected interstate and intrastate commerce as to render them inseparable. *Employers' Liability Cases,* 207 U. S. 463, 23 Sup. Ct. 141, 52 L. Ed. 297. The provisions of § 5, of the act as to contracts, exempting employer from liability are void as against the fifth amendment to the constitution of the United States, as depriving one of property without due process of law, as defined in *Adair* v. *U. S.,* 208 U. S. 161, 52 L. Ed. 436. Contra, *Watson* v. *St. Louis, I. M. & S. R. R. Co.,* 169 Fed. 942, holding Act of Congress Apr. 22, 1908, to be constitutional.

CONSTITUTIONAL LAW—POLICE POWER—TRADE MARKS—REUSE OF ORIGINAL PACKAGES.—New York Pen. Code, § 364, makes it a midemeanor to knowingly sell any goods represented in any manner to be the manufacture or product of any person other than the seller, unless they be sold in the original package, and under the trademark, label, etc., put there by the manufacturer. Defendant, a barkeeper, repeatedly refilled a bottle from a demijohn kept beneath the counter after the original contents placed in said bottle by the Wilson Distilling Company had been disposed of, and sold the whisky thus substituted as that originally bottled by the Wilson Company, knowing at all times that such was not the case. *Held* to be a violation of the act, whether the whisky was Wilson whisky or not. *People* v. *Luhrs* (1909), — N. Y. —, 89 N. E. 171.

The enactment of statutes to prevent fraud is a proper exercise of the police power accorded by the state and the United States constitutions, is a reasonable interference with the enjoyment of property, in order to promote the general welfare, and is not unconstitutional, as a deprivation of property without due process of law. *Farmville* v. *Walker,* 101 Va. 323, 43 S. E. 558, 61 L. R. A. 125, 99 Am. St. Rep. 870; *Danville* v. *Hatcher,* 101 Va. 523, 44 S. E. 723; *Commonwelath* v. *Henry,* — Va. —, 65 S. E. 570; *Campbell* v. *City of Thomasville,* — Ga. —, 64 S. E. 815; *Mugler* v. *Kansas,* 123 U. S. 623, 8 Sup. Ct. 273, 31 L. Ed. 205.

DEEDS—DATE—PRESUMPTION AS TO TIME OF DELIVERY.—Bill to recover possession of a tract of land. Complainant claimed title through a grant

issued by the state in 1845. Defendant claimed through a grant from the state dated 1838. Both grants cover the tract in question. Complainants, however, claimed an adverse possession for more than seven years, from 1852 to 1860, under color of title which perfected their title and made it superior to the title of the defendant. The deed under which they claimed was dated Nov. 20, 1852, and was not acknowledged until Nov. 20, 1858. *Held,* that a deed in the absence of proof to the contrary is presumed to have been delivered on the day of its date, though it appears to have been acknowledged at a subsequent date. *Harriman Land Co.* v. *Hilton* (1908), — Tenn. —, 120 S. W. 162.

In the absence of direct evidence a deed in the hands of the grantee is presumed to have been executed and delivered upon the day of its date. *Purdy* v. *Coar,* 109 N. Y. 448, 4 Am. St. Rep. 491; *Crossen* v. *Oliver,* 37 Or. 514, 61 Pac. 885; *Farwell* v. *Des Moines Mfg. Co.,* 97 Iowa 286, 66 N. W. 176, 35 L. R. A. 63; *Faulkner* v. *Adams,* 126 Ind. 459. The general rule seems to be that the presumption that the deed was delivered on the day it bears date is not overcome by the fact that the acknowledgment bears a later date. The reason generally given for this rule being that a deed may be valid, even if delivered before or without acknowledgment. *People* v. *Snyder,* 41 N. Y. 397; *L. E. & W. Railroad Co.* v. *Whitham,* 155 Ill. 514, 40 N. E. 1014, 28 L. R. A. 612; *Conley* v. *Finn,* 171 Mass. 70, 50 N. E. 460; *Raines* v. *Walker,* 77 Va. 92; *McFarlane* v. *Louden,* 99 Wis. 620; *Wickham* v. *Morehouse,* 16 Fed. 324; *Ewers* v. *Smith,* 90 N. Y. Supp. 575; BREWSTER, CONVEYANCING, § 34 & Note 8. But there are some courts which do not accept this rule, and hold that as the deed is not usually delivered until acknowledged there will be no presumption of delivery until the acknowledgment has taken place. *Miller* v. *Peter,* — Mich —, 122 N. W. 780; *Blanchard* v. *Tyler,* 12 Mich. 339, 86 Am. Dec. 57; *Loomis v. Pingree,* 43 Me. 299; *Kent* v. *Cecil* (Tex.), 25 S. W. 715; *Fontaine* v. *Savings Inst.,* 57 Mo. 552; *Crabtree* v. *Crabtree et al.,* 136 Iowa 430, 113 N. W. 923. In California by an amendment to the Civil Code, § 1055, the presumption of the time of delivery has been changed from the date of the deed to the date of acknowledgment, where the acknowledgment is at a subsequent date. Laws of 1901, p. 395. But, in any case, direct evidence may be introduced to rebut the presumption of delivery at the date of the deed or the date of the acknowledgment and show the true date of delivery. *Eaton* v. *Trowbridge,* 38 Mich. 454; *Blair State Bank* v. *Bunn,* 61 Neb. 464. 85 N. W. 527, 9 AM. & ENG. ENCYC. LAW 153.

DEEDS—EFFECT OF AN ASSIGNMENT INDORSED THEREON.—By a deed executed and delivered to a lumber company the plaintiff gave the grantees, their heirs, and assigns the right to enter upon a certain tract of land and cut and remove therefrom all timber which the grantees might select. Thereafter the lumber company transferred the deed to the defendant by the following indorsement thereon: "For value received, we hereby transfer the within contract to J. C. Hilton, without recourse." The defendant started cutting the timber, whereupon plaintiff brought an action for damages and injunction. *Held,* that while the assignment of the deed was not sufficient to convey to the defendant the legal title, it was sufficient in equity to invest